



## MISSOURI DEPARTMENT OF TRANSPORTATION BID GUIDELINES AND DOCUMENTATION

### **THIS IS NOT AN ORDER REQUEST FOR BID**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: 01/28/2010	<b>BID DUE BY (DATE AND TIME):</b> <b>2/18/2010 1:00 P.M. CST</b>	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATION(S) BELOW)
TO BE COMPLETED BY:  AS-NEEDED DURING CONTRACT PERIOD	<b>Bid #: D7-10-032</b> THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. RETURN IN A SEALED ENVELOPE	BUYER NAME: CHRIS STEPHENS 3901 E. 32 <sup>ND</sup> STREET JOPLIN, MO 64804 417-621-6355 417-629-3226 FAX CHRISTINA.STEPHENS@MODOT.MO.GOV
District Mailing Address: Missouri Department of Transportation – District 7 General Services (Procurement) Division 3901 E. 32 <sup>nd</sup> Joplin Mo. 64801		Delivery Location(s): Various <b>See Attached map</b>

### **SCOPE OF WORK**

The Missouri Department of Transportation desires to retain the vendor to rent **Heavy Equipment** such as Excavators, Dozers, Backhoes, Skid Steers, Motor graders and Wheel and Track Loaders on an as-needed, if-needed basis. **These units must be available and bid prices shall be firm for the contract period of March 1, 2010, through February 28, 2011**, with an option for a one (1) year extension (expiring March, 2012) period provided both parties agree. The contractor must be available on-site within 5 working days (Monday-Friday, excluding state holidays) after being notified that services are required for a project.

This will be a multiple-award contract, with pricing submissions locked-in from all vendors for the contract period. Award of this bid will be based on an evaluation of hourly rate prices with consideration being given to the size of equipment most advantageous to perform individual projects. When equipment is needed, the low bidder will be contacted first. In the event the low-bidder is contacted and cannot provide the equipment, MoDOT reserves the right to move to 2<sup>nd</sup> low-bidder for that project (or the 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> low-bidder, etc.). This process will be repeated for each project. If a contractor consistently turns equipment or cannot meet the 5 working day on-site requirement, MoDOT reserves the right to award future work to the next low-bidder for the remainder of the contract period.

The identified equipment will be used for maintenance work such as tube replacement, ditching, slide control, channel relocation and other related maintenance work as needed. Work will be performed at various locations within the counties marked on the attached map. The time required to complete such jobs will vary from project to project and may involve work at multiple sites, requiring movement to and from various locations each day. MoDOT will keep moves to a minimum whenever possible.

**All equipment which will be used by MoDOT to complete work under the requirements of this contract, shall be listed in the pricing section on pages 7-14. If you have more or additional pieces of equipment than space has been allowed for, include the same requested equipment information on a separate piece of paper.**

Environmental fees, traveling fees, fuel surcharges and/or any other miscellaneous charges WILL NOT be accepted on any invoice. All fees must be included in your quoted price submitted.

### **EQUIPMENT SPECIFICATIONS / CONTRACTOR EQUIPMENT REQUIREMENTS**

MoDOT rents/leases various sizes of equipment, large and small. Please include sizes stipulated within this bid. If you wish to bid additional units outside the scope identified, please include specifications. At a minimum you must identify type, size, specifications, cost and mobilization fees on all equipment bid. Please identify your starting location for mobilization costs. Include NA in any section that is non-applicable.

**NOTE: To request an electronic copy of the pricing sheets, please email or call the buyer.**

**VENDOR NAME:**

Please provide the information requested on the appropriate pricing sheet with mobilization costs at the bottom. Sizes are identified to capture like items with associated costs, any size identified is not meant to be a minimum specification. Any and all equipment bid will be accepted.

Since this is a multiple award contract, it is not necessary to submit a bid for every piece of equipment listed, however, in the interests of good competition and to ensure you receive as many opportunities to provide equipment as possible during the contract period, you are encouraged to submit a bid price for as many as possible.

### **1.0 DELIVERY OF EQUIPMENT**

All equipment identified on bid list shall be maintained prior to delivery/pick up to/by the Missouri Department of Transportation. The equipment shall be fueled, oil and fluids topped off and all filters in a condition adequate to perform the duration of the rental or lease period. In the event the Missouri Department of Transportation incurs these costs at the time of arrival, the cost shall be deducted from the vendor invoice. All rented equipment shall be fueled and washed by The Missouri Department of Transportation prior to returning to the vendor. In the event downtime is experienced due to equipment not working and service technicians are deployed, those hours of down time will be prorated and credited from vendor invoice.

### **2.0 MAINTENANCE & REPAIR**

The department will furnish fuel, grease lubricant of chassis, and normal maintenance cleaning. The lessor will be responsible for all scheduled oil changes and periodic services required by manufacturer or lessor. The lessor shall furnish all necessary lubricants, replacement filters (oil, fuel, air filters, ect.), replacement /repair parts, labor and transportation. The lessor will supply MoDOT with the manufactures and lessor's scheduled hourly maintenance chart(s), which MoDOT will use as a guide to contact lessor when unit needs serviced.

### **3.0 DOWNTIME**

The unit is unavailable for use for more than 48-hours, at any time, the lessor must substitute a loan unit of mutually agreed upon type. The substitute unit must be proved within 3 days after the initial 2 days of downtime has accrued, unless a MoDOT representative agrees to a more flexible arrangement offered by the lessor. If after this time a substitute unit has not been provided or the original unit has not been repaired, the compensation due the lessor will be reduced at a rate of \$150.00 per day for all working days a unit is not available during the lease period, including the initial downtime. If this exceeds 10 working days, MoDOT reserves the right to obtain another unit from the next low bidder or other resources. If such a unit is obtained, MoDOT reserves the right to terminate the original lease with the first vendor and will continue with the second vendor for the duration of the original lease period. All costs associated with delivery and pickup of leased units is the responsibility of the lessor.

## **SPECIAL TERMS AND CONDITIONS**

### **INSURANCE / CERTIFICATE OF INSURANCE REQUIREMENTS**

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operation under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is greater and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, **insurance limits shall be as follows:**

- 1) Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
- 2) Public **Liability** (includes property damage and personal injury)
  - a) Not less than \$500,000 each individual per accident or occurrence.
  - b) Not less than \$3,000,000 each accident or occurrence.
- 3) Special Hazard Insurance: As required.

The Bidder will need to provide, included with the response to this Request For Bid, a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation – District 7  
General Services (Procurement) Division  
3901 E 32<sup>nd</sup> Street  
Joplin Mo. 64801

## FEDERAL WORK AUTHORIZATION PROGRAM

Pursuant to 285.530 RSMo, the bidder/offeror must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of **EXHIBIT A**, AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's/offeror's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).

### **CERTIFICATE OF GOOD STANDING**

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder will need to provide, included with the response to this Request For Bid, a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected.

**NOTE: COPIES OF CERTIFICATES OF INSURANCE MEETING THE MINIMUM REQUIREMENTS DETAILED ABOVE, COPIES OF YOUR COMPANIES CERTIFICATE OF GOOD STANDING FROM THE MISSOURI SECRETARY OF STATE'S OFFICE AND THE E-VERIFY AFFIDAVIT/MEMORANDUM OF UNDERSTANDING MUST BE SUBMITTED ALONG WITH YOUR RESPONSE TO THIS REQUEST FOR BID.**

If you have any questions concerning these requirements, contact Chris Stephens at (417)-621-6355.

### **VENDOR NOTES**

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the "remit to" company/address in the vendor notes section (above).

### **VENDOR INFORMATION**

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):
	Phone #:
	Fax #:
Email Address:	Cellular #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
NO	MINORITY BUSINESS ENTERPRISE (MBE) ? YES
NO	WOMEN BUSINESS ENTERPRISE (WBE) ? YES
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES
NO	

All responses to this Request for PRICING UPDATES MUST be submitted on this form and **ALL pages and requested documents MUST be returned IN A SEALED ENVELOPE, with the bid number plainly marked on the exterior of the envelope or on the mailing label**, to the Buyer listed above at the District mailing address shown. Company pricing sheets will be accepted in addition to the original bid pages.

**EXHIBIT A**

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL  
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**

(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.  
titlebusiness name

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

*[documentation of enrollment/participation in a federal work authorization program]*

# PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

## FOR CORPORATIONS:

State in which incorporated: \_\_\_\_\_

## FOR OTHERS:

State of domicile: \_\_\_\_\_

## FOR ALL VENDORS:

List address of Missouri offices or places of business:

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## THIS SECTION MUST BE COMPLETED AND SIGNED:

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

**Note: If any of the "Standard Solicitation Provisions" on the following pages conflict with the requirements outlined in this Request For Bid, the RFB requirements will supercede those below.**

## MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

- [ ] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [ ] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- \_\_\_\_\_
- \_\_\_\_\_
- [ ] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [ ] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_
- \_\_\_\_\_
- [ ] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_
- \_\_\_\_\_

### CERTIFICATION

**By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.**

**The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.**

EXCAVATORS	#1 10-12 Metric Ton	#2 15-16 Metric Ton	#3 20-21 Metric Ton	#4 22- 25 Metric Ton	#5 30 Metric Ton
	* Size Classifications not meant to be minimum specifications				
	PRICING				
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
MAKE					
MODEL					
HORSEPOWER					
DIGGING DEPTH					
MAX REACH					
BUCKET SIZE RANGE					
MAX LIFT AT MAX REACH FRONT					
MAX LIFT AT MAX REACH SIDE					
OPERATING WEIGHT					
MOBILIZATION COST (One Way)					
Permit Cost (one way)					
Escort Cost (one way)					
Vendor Starting Location =					
Category 1 1-25 miles					
Category 2 26-50 miles					
Category 3 51-75 miels					
Category 4 76-100 miles					
Category 5 101-125 miles					
Category 6 126-150 miles					

BACKHOES	#1	#2	#3	#4	#5
	14' Class with Standard Stick	14' With Extendable Stick	15' Class with Standard		
* Size Classifications not meant to be minimum specifications					
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
MAKE					
MODEL					
HORSEPOWER					
INCLUDES CAB					
INCLUDES AUX HYDRAULICS					
OPERATING WEIGHT					
MOBILIZATION COST (One Way)					
Permit Cost (one way)					
Escort Cost (one way)					
Vendor Starting Location =					
Category 1 1-25 miles					
Category 2 26-50 miles					
Category 3 51-75 miles					
Category 4 76-100 miles					
Category 5 101-125 miles					
Category 6 126-150 miles					



SKID STEERS	#1	#2	#3	#4	#5	#6
	1300 lb Lift	1500 lb Lift	1700 lb Lift	2000 lb Lift	2500 lb Lift	3000 lb Lift
* Size Classifications not meant to be minimum specifications						
PRICING						
DAILY COST						
WEEKLY COST						
MONTHLY COST						
EQUIPMENT INFORMATION						
MAKE						
MODEL						
HORSEPOWER						
BUCKET WIDTH						
MAX REACH AT TOP						
OPERATING WEIGHT						
MOBILIZATION COST (One Way)						
Permit Cost (one way)						
Escort Cost (one way)						
Vendor Starting Location =						
Category 1 1-25 miles						
Category 2 26-50 miles						
Category 3 51-75 miles						
Category 4 76-100 miles						
Category 5 101-125 miles						
Category 6 126-150 miles						

DOZERS	#1 70 HP	#2 80 HP	#3 90 HP	#4 125 HP	#5 200 HP
	* Size Classifications not meant to be minimum specifications				
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
MAKE					
MODEL					
HORSEPOWER					
OPERATING WEIGHT					
BLADE CAPACITY					
CAB Y OR N					
MOBILIZATION COST (One Way)					
Permit Cost (one way)					
Escort Cost (one way)					
Vendor Starting Location =					
Category 1 1-25 miles					
Category 2 26-50 miles					
Category 3 51-75 miles					
Category 4 76-100 miles					
Category 5 101-125 miles					
Category 6 126- 150 miles					

WHEEL LOADERS	#1 2 Yard	#2 2.5 Yard	#3 3.5 Yard	#4 4 Yard	#5 5 Yard
	* Size Classifications not meant to be minimum specifications				
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
MAKE					
MODEL					
HORSEPOWER					
HEIGHT TO HINGE PIN					
REACH TO TOP HEIGHT					
TIP CAPACITY FRONT					
TIP CAPACITY FULL TURN					
OPERATING WEIGHT					
MOBILIZATION COST (One Way)					
Permit Cost (one way)					
Escort Cost (one way)					
Vendor Starting Location =					
Category 1 1-25 miles					
Category 2 26-50 miles					
Category 3 51-75 miles					
Category 4 76-100 miles					
Category 5 101-125 miles					
Category 6 126-150 miles					

<b>TRACK LOADERS</b> (Crawler Loaders)	#1 120 HP	#2 175 HP	#3	#4	#5
	* Size Classifications not meant to be minimum specifications				
<b>PRICING</b>					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
<b>EQUIPMENT INFORMATION</b>					
MAKE					
MODEL					
HORSEPOWER					
HEIGHT TO HINGE PIN					
REACH AT TOP HEIGHT					
BUCKET CAPACITY					
OPERATING WEIGHT					
<b>MOBILIZATION COST (One Way)</b>					
Permit Cost (one way)					
Escort Cost (one way)					
<b>Vendor Starting Location =</b>					
<b>Category 1</b> 1-25- miles					
<b>Category 2</b> 26-50 miles					
<b>Category 3</b> 51-75 miles					
<b>Category 4</b> 76-100 miles					
<b>Category 5</b> 101-125 miles					
<b>Category 6</b> 126-150 miles					

SMOOTH SOIL ROLLERS	#1 48" Smooth	#2 54" Smooth	#3 66" Smooth	#4 84" Smooth	#5
	* Size Classifications not meant to be minimum specifications				
PRICING					
DAILY COST					
WEEKLY COST					
MONTHLY COST					
EQUIPMENT INFORMATION					
MAKE					
MODEL					
HORSEPOWER					
FREQUENCY					
AMPLITUDE					
CENTRIFUGAL FORCE					
OPERATING WEIGHT					
MOBILIZATION COST (One Way)					
Permit Cost (one way)					
Escort Cost (one way)					
Vendor Starting Location =					
Category 1 1-25 miles					
Category 2 26-50 miles					
Category 3 51-75 miles					
Category 4 76-100 miles					
Category 5 101-125 miles					
Category 6 126-150 miles					

MINI EXCAVATORS	#1 6' Dig Depth	#2 7.5' Dig Depth	#3 8.5' Dig Depth	#4 10' Dig Depth	#5 12' Dig Depth	#6 14' Dig Depth
	* Size Classifications not meant to be minimum specifications					
<b>PRICING</b>						
DAILY COST						
WEEKLY COST						
MONTHLY COST						
<b>EQUIPMENT INFORMATION</b>						
MAKE						
MODEL						
HORSEPOWER						
DIGGING DEPTH						
MAXIMUM REACH						
BUCKET SIZE RANGE						
MAX LIFT AT MAX REACH FRONT						
MAX LIFT AT MAX REACH SIDE						
OPERATING WEIGHT						
<b>MOBILIZATION COST (One Way)</b>						
Permit Cost (one way)						
Escort Cost (one way)						
<b>Vendor Starting Location =</b>						
Category 1 1-25 miles						
Category 2 26-50 miles						
Category 3 51-75 miles						
Category 4 76-100 miles						
Category 5 101-125 miles						
Category 6 126-150 miles						

## STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offor and must be adhered to. If time varies on different items, the Bidder/Offor shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offor will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

## GENERAL TERMS AND CONDITIONS

### General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

### Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

### Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

### Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offor agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

### Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will

perform the work is particularly experienced and equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

#### **Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

#### **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
  - a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
    - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
    - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
    - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### **Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**



- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
  - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

#### **Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

#### **Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

#### **Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

#### **Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

#### **Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

#### **Status of Independent Contractor**

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

#### **Indemnification**

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

## **SPECIAL TERMS AND CONDITIONS**

### **Insurance**

(1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following

coverages:

- |   |   |
|---|---|
| a. General Liability  | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| b. Automobile Liability   | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law. |   |

### **Information and Reports**

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

### **Permits, Licenses and Safety Issues**

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

### **Award**

- a. Award of this bid/quote/proposal will be made on an "Item By Item" basis using the "lowest and best" principle of award.

### **Failure to Execute Contract**

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

### **Notice to Proceed**

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

### **Delivery – Additional Requirements**

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
- 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
  - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
  - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day

Fourth Thursday in November      Thanksgiving Day  
December 25                              Christmas Day

- d. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- e. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

**Prohibition Of Employment Of Unauthorized Aliens:**

a. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

**IF NOT SUBMITTING A QUOTE, PLEASE COMPLETE AND RETURN THE FOLLOWING  
"NO QUOTE FORM" TO ASSIST THE PROCUREMENT STAFF IN OUR PROCESS  
EVALUATIONS.**

THANK YOU

**NO QUOTE**

**Date:** \_\_\_\_\_

TO: Missouri Department of Transportation – District 7  
General Services (Procurement) Division  
3901 E. 32<sup>nd</sup> Street  
Joplin, MO 64804  
(417) 629-3226-Fax

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Our Company is submitting "No Quote" on RFQ# \_\_\_\_\_ for the reason(s) indicated

- ☐ Product or service is not available or cannot meet the required specifications
- ☐ Other obligations - cannot make required deadline
- ☐ The delivery point or work location is outside of our territory or coverage/service area
- ☐ Other – Please explain below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Contact Person: \_\_\_\_\_ Phone # \_\_\_\_\_

- ☐ Please keep our name on the bidder's list for future opportunities on this product or service.
- ☐ Please remove our name for your bidder's list for this product service